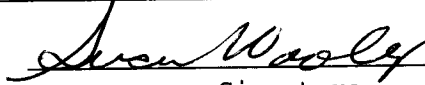


SOLICITATION, OFFER AND AWARD DATA PROCESSING / TELECOMMUNICATIONS					FIN:	
1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:	
	2003-055	Sep 8, 2003	Sep 25, 2003	138		
For Information Call: John Tackley (804) 371-5930						
6. ISSUING OFFICE:			7. SHIP TO:			
Virginia Information Technologies Agency Office of Acquisition Services 110 S. 7th Street, Lobby Floor Richmond, Va. 23219-9300 ATTN: Bid Section			VITA Attn: Jody Swartz 110 South 7th Street 2nd Floor Richmond, VA 23219			
SOLICITATION						
8. Sealed bid(s) for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 0 copies. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time Sep 25, 2003.						
CAUTION - LATE OFFERS: See Paragraph 3 of the Solicitation Instructions						
<p>This is an advertised solicitation which consists of (1) the schedule of Products and Services, pages 2 thru 11; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-28; and (4) other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.</p> <p>Offers will be publicly opened at: 2:10 p.m. local time Sep 25, 2003, in the ASD Conference Room, 110 South 7th Street, Lobby Floor.</p> <p>All offers are subject to the terms and conditions set forth in the above referenced sections of this solicitation.</p>						
Susan Woolley, Director Acquisition Services Directorate			 Signature			
OFFER						
In compliance with the terms and conditions set forth in the solicitation, the undersigned agrees, if this offer is accepted within 90 calendar days from the date of receipt of offers, to furnish any or all items awarded at the prices offered in the schedule, delivered to the address in block 7, within the time specified in the schedule.						
9. CONTRACTOR:			10. BILL TO:			
Company Name: _____ Address: _____ City, State: _____ Signature: _____ Name (Typed): _____ Title: _____ Phone: _____			VITA Attn: Accounts Payable 110 South 7th Street 3rd Floor Richmond, VA 23219-3931			
AWARD						
11. Accepted as to Item Numbers:			12. Amount:		13. Award Date:	
14. Name of Contracting Officer:		15. COMMONWEALTH OF VIRGINIA			PAGES:	
Jeff Davis Contracts Manager		By:			1 of 11	

VITA 62A 1-15-91		SCHEDULE		BID NO. 2003-55		PAGE 2 OF 11	
NAME OF CONTRACTOR			REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO			INITIALS	
ITEM NO.	DESCRIPTION			QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
The COMMONWEALTH desires to purchase:							
1.	Enterprise Backup And Recovery System (EBARS) Automated Tape Library with one (1) year On-site Warranty (see Bid Note 5. for configuration)			1	each		
2.	Installation, On-site (see Bid Note 34)			1	lot		
3.	Training, On-site (see Bid Note 35)			1	lot		
4.	Annual On-site maintenance for Bid Item 1, to commence upon 1 yr. warranty expiration			1	year		
5.	Annual Software subscription service for Bid Item 1, to commence upon 1 yr. warranty expiration, (if separately required)			1	year		
6.	Tape Media, 100GB Ultrium-1 LTO, with large format OCR bar code labels			600	each		
AWARD SUB-TOTAL, Bid Items 1 through 6.....							
OPTIONAL BID ITEMS: available during contract term							
<u>H/W</u> (additional to Bid Item 1)							
7.	Tape Drives, 4 drive lot			1	lot		
8.	Annual Maintenance for Bid Item 7 (4 tape drives) when added to ATL			12	month		
9.	Tape Media, with large format OCR bar code labels			100	each		
10.	Tape Slots, 100 slot lot			1	lot		
11.	Annual Maintenance for Bid Item 9 (100 tape slots) when added to ATL			12	month		
12.	SAN Fabric Switch(s)			1	each(lot)		
13.	Annual Maintenance for Bid Item 11 (SAN Fabric Switch(s))			12	month		
<u>Training</u> (additional to Bid Item 3) (indicate "N/A" if not available)				1	each		
14.	CBT course, per student			1	each		
15.	Web course, per student			1	each		
16.	On-site operator or operations analyst course, per student (see Bid Note 35)			1	each		
17.	Off-site operator or operations analyst course, per student (see Bid Note 35)			1	each		
Option Cost Total, Bid Items 7 through 17.....							

V 1-15-91	A SCHEDULE	BID NO. 2003-55	PAGE 3 OF 11
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO	INITIALS

The Virginia Information Technologies Agency, Office of Acquisition Services welcomes solution oriented bid responses, which conform to the tape backup and recovery needs expressed in this solicitation.

BACKGROUND:

Current Enterprise Backup and Recovery System (EBARS) Environment

VITA backs up and recovers open system files using 16 DLT 7000 tape drives housed in an Advanced Digital Information Corporation (ADIC) Scalar 1000 library with 708 tape slots. The ADIC Scalar 1000 is attached via a Storage Area Network (SAN) to a Dellm 2650 server used as the Veritas Master server and to two Dell 2650 servers running Veritas Media server software to control and pass backup data to the tape library. The SAN is constructed around a Gadzoox Capellix 3000 switch that supports 1 Gb/second fiber connections. The Gadzoox Capellix switch will be replaced as part of this solicitation. It does not support 2Gb/sec fiber. During peak periods the daily backup volume exceeds 2.5 TB. Additional backup capacity is needed to handle the growing volume of files that need to be backed up in the available backup windows. Currently there are not enough drives to make in-line dual backups so that one copy can remain onsite while the second copy is sent to the offsite vault.

EBARS Configuration

A second open systems tape library is needed to handle the expected growth in backup volume and provide immediate workload relief for the existing ADIC DLT 7000 library. This IFB is soliciting bids on the following hardware, tape media and installation and training services to integrate the new hardware into the VITA EBARS environment:

- ☐ A new tape library configured with 14 - LTO generation 1 tape drives, and 650 - tape slots for LTO generation 1 cartridges
- ☐ One switch (32 port), -or-two linked switches(16 port, each) (Brocade or Qlogic) that can provide 18 available fiber ports, minimum.

Because of technology and support issues, the Gadzoox switch must be replaced. **Brocade and QLogic SAN Fabric Switches** have been tested and are supported by the majority of library brands. Both Brocade and QLogic support the 2 Gb/second port speeds that would allow the switch to operate with the new fiber channel standards. **The switches offered are limited to only the Qlogic or Brocade brand names; no substitution will be allowed.**

The number of available fiber switch ports required initially is based on the following counts:

- ☐ Four to attach the existing ADIC Scalar 1000 library
- ☐ Four to attach the Sun E10000 (until it is replaced)
- ☐ Four to attach the existing Clustered Master/Media and Dell media servers
- ☐ Four to attach the new tape library to be acquired in this IFB
- ☐ Two to attach the two new media servers to be supplied by VITA

Since two ports are utilized to interconnect switches, two 16 port linked switches would provide 28 available user ports. A single 32-port switch may be more cost effective than two connected 16 port switches and is an acceptable solution.

There are number of tape library brand names, each making several models to cover a wide range of requirements from the small office to large corporate operations. In most available models, there is a tradeoff between the ratio of drives to tape slots, so a chassis can't have both the maximum possible number of drives that can be installed and the maximum number of tape slots that could be installed in any given chassis. This is the rationale for the requirement to include a minimum of fourteen drives and 650 tape slots. Library models from ADIC, IBM or STK have been previously evaluated and would be both suitable for VITA's needs and compatible with the required Brocade and Qlogic switch brands. While this solicitation is not limited to only these brand name libraries, this information is provided for consideration by bidders. Please refer to the Appendix for three diagrams of the *current*, *transitional* and *completed* EBARS configurations.

The library offered must be configured with Linear Tape-Open (LTO) generation 1 drives to ensure compatibility with equipment available at VITA's disaster recovery contractor SunGard in Philadelphia. For open systems SunGard currently has DLT 7000, LTO generation 1, and Advanced Intelligent Tape (AIT-2) tape libraries. With June 2006 as end-of-life date for DLT 7000 technology, DLT 7000 drives would not be a good choice even if the technology were currently available. The AIT-2 format supports a maximum drive throughput of six megabytes per second, about the same as DLT 7000, so there would be little improvement in throughput by moving to the AIT-2 format.

LTO generation 2 is not acceptable, since it is not available at the SunGard's Philadelphia location. Additionally, a 200GB (uncompressed) tape would be too large for most backups since EBARS policies (driven by customer requirements) limit the amount of data placed on each tape. For recovery purposes, there are separate tapes for each of the recovered systems and cost-effectively using the 200GB media is unlikely. The LTO generation 1 format allows up to 100 GB (uncompressed) of data per tape and supports a 15 MB/second transfer rate, compared to DLT 7000 with 35GB per tape and 5 MB/second transfer.

The volume of data to be backed up is expected to increase, possibly on short notice. There is a potential for a big increase in the number of servers for existing customer applications and as a result of the state-wide consolidation of servers. For these reasons, the tape library must be scalable in the number of drives and slots. After installation of the proposed system, the vendor must be able to deliver and schedule installation of new drives and slots within 30 days of receipt of an order. (Please refer to the IFB 2003-055 Pricing Template.)

VITA - 62A 1-15-91	SCHEDULE	BID NO. 2003-55	PAGE 4 OF 11
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO	INITIALS

Transitional changes to EBARS are ongoing. There will be four (4) Dell 2650 servers that will be used as Veritas NetBackup Media Servers in the completed configuration. Two (2) have already been installed. The DSS SUN E10000 server will be replaced in the 4th quarter of 2003. The replacement H/W will support gigabit Ethernet connections to EBARS. The contractor shall be responsible for both the transitional and completed configurations, as shown in the Appendix.

BID NOTES:

1. Award will be made to the responsive and responsible bidder with the lowest **TOTAL EVALUATED BID COST** (from Pricing Template, WKS-C "Evaluated Cost"). The actual Award amount is represented in the Schedule as "Award Sub-Total, Bid Items 1-6", plus any Optional Bid Items elected to be ordered upon Award, all of which shall include the cost of transportation, FOB Destination, inside delivery and on-site installation & training. The Commonwealth reserves the right, but not the obligation, to purchase additional units of Bid Items 1 through 17, and any of the expansion items or services represented in the "IFB 2003-55 Pricing Template", WKS "B", rows 6 through 12, throughout the term of this contract.
2. Bidders must download the IFB 2003-055 Pricing Template, a MS Excel file, from the ASD website at: <http://www.ASD.virginia.gov>. The worksheets must be completed as instructed in the Template file by entering all requested data and pricing. A printed hard copy of each worksheet must accompany the bid response/offer. Additionally, a CD-ROM disc burned with the completely populated Template file must accompany the bid response/offer.¹
3. Tape drives and SAN Fiber Switch(s) proposed must be new. Other equipment proposed may be new or used, and must be so identified in the bidder's Bid Note Attachment (see Note 33). All used equipment proposed must be accompanied by the Original Equipment Manufacturer's (OEM) certification of acceptance for OEM warranty and/or maintenance. The OEM's Certification documentation and serial numbers of all proposed used equipment must be provided within 1 business day of request.
4. Upon acceptance of Bid Item 1, and any optional Bid Items ordered, Contractor shall provide a one (1) year On-site warranty at no additional cost. Optional quantities of Bid Item 1 ordered shall be provided with a one (1) year On-site warranty. Optional, additional Bid Items other than Bid Item 1 ordered after award shall take on the appropriate remaining warranty or maintenance period status of the Library in which installed, as of the actual date of that item(s) acceptance, by adding the cost for the appropriate number of months of maintenance, as shown in the Schedule. Upon warranty expiration, Contractor shall provide one (1) year On-Site Maintenance for all products offered at the price shown in the Schedule, which shall not be billed until warranty expiration. Annual On-site maintenance shall be renewable for three (3) optional, additional one (1) year periods. Principle Period of Maintenance (PPM) shall be 24 x 7 x 365. Response time shall be On-site within 2 hours of notification by VITA. VITA's Service Window occurs every Sunday from 0300 - 0830 hrs. All maintenance, except emergency repairs, shall be initiated and completed within VITA's Service Window. For all software products offered Contractor shall provide a subscription service (maintained to the most recently released software version) for the duration of this contract.
5. To be considered, the tape library system solution offered must conform to the following:¹
 - 5.1. Provide an automated tape library system consisting of fourteen (14) LTO Ultrium-1 drives conforming to the following requirements:
 - a) The library shall provide 650 tape slots (minimum), with available expansion to 1,150 (minimum), or more tape slots.
 - b) The tape library must have 14 - LTO Gen1 drives installed, with space for an additional 20 drives (minimum), or more.
 - c) Capacity expansion shall not require a lengthy shutdown of the library or require manual relocation of tapes.
 - d) The library hardware should include dual power supplies and other features for redundancy to provide for non-stop operation.
 - e) Maintenance and support of the library shall be available for at least four years after installation.
 - f) To allow for timely capacity upgrades during the following 18 to 24 months, the vendor proposal must include the not-to-exceed incremental cost of additional tapes, drives, library modules, SAN switches, and libraries from the selected vendor, as specified in the Schedule and the Pricing Template.
 - g) Initially install and configure new hardware and any associated software, connect to new Dell media servers, and demonstrate that TAX servers can be successfully backed up during Acceptance testing.
 - h) Provide installation, setup, and full integration with the modified existing EBARS configuration, including the replacement of the Gadzoos switch.
 - i) Supply ALL new and replacement Fiber cables (2-GB) that attach to the Brocade/Q-Logic switch(s) in 5.2.
 - j) The library hardware and related software shall be compatible with Veritas NetBackup software v4.5 and later.
 - 5.2. SAN switch(s) may be either Brocade or QLogic. No substitution for these brands will be allowed.
 - 5.3. Bidder must supply with bid a written certification by the Library OEM stating that all components offered by the bidding firm have been tested and are certified to operate in combination by the Library OEM.¹
 - 5.4. 600 Ultrium-1 LTO tapes (tape media only), with large format OCR barcode labels.
 - 5.5. All necessary unspecified items such as cables (copper and/or fiber), adaptors, other h/w or s/w, installation and any other items necessary to bring the library to operational status.
 - 5.6. Vendor must provide "Train the Trainer" training for up to 8 VITA staff in configuring and managing the operation of the new hardware and associated software, on-site, at no additional cost.
 - 5.7. Vendor must demonstrate experience in connecting their proposed library and fabric switch. Three references from similar sized installations must be provided.¹
 - 5.8. The contractor's installation and maintenance staff must be appropriately certified by the Library's OEM.
 - 5.9. Bidder must supply with bid a written certification by the Library OEM stating that the bidding firm is authorized to install and maintain the Library offered, and that bidder's staff has been successfully trained to install and maintain it.¹

VITA - 62A 1-15-91	SCHEDULE	BID NO. 2003-55	PAGE 5 OF 11
NAME OF CONTRACTOR	REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO		INITIALS

6. A mandatory Pre-Bid conference will be held regarding this solicitation. Only Industry Partners attending the conference will be allowed to bid. Details will be posted to the ASD website. RSVP your firm's attendance via e-mail to: john.tackley@vita.virginia.gov
7. VITA's Office of Acquisition Services (ASD) maintains a web site at: <http://www.ASD.virginia.gov>. This web site provides information about ASD and acquisitions conducted by ASD for Information Technology related items. Bidders are invited to check this site regularly. This solicitation and any related documents are available from that site.
8. Any incidental items such as cables, interfaces, licenses, etc. not listed but required for complete operation, must be included at no additional cost. Provide a listing of these items with the system configuration information. (see Bid Note 33.)¹
9. Contractor must provide everything necessary to perform full service warranty maintenance on all provided H/W and/or S/W. This includes providing on-site personnel to VITA who are trained and experienced with the equipment listed or referenced in the Schedule. Bidders must describe in detail all staff personnel that may be assigned to VITA, to ensure delivery of quality services within required guidelines. Include the total number of available qualified technicians, their primary location, and level of relevant experience. The contractor's VITA-assigned on-site personnel will be subject to a security screening by VITA, prior to VITA granting access to VITA facilities. All changes in VITA-assigned on-site personnel must be proposed 30 days in advance of any change, again subject to VITA's screening and approval. FAILURE TO PROVIDE THE REQUESTED INFORMATION SHALL RESULT IN THE BIDDER'S OFFER BEING RULED NON-RESPONSIVE.¹
10. The contractor shall provide all labor, parts, equipment, tools, materials and travel necessary to provide full service maintenance for all equipment listed or referenced on the Schedule in accordance with manufacturer's specifications and all terms, conditions and provisions of this contract. All parts utilized to provide maintenance services must be new or certified as new and meet or exceed all specifications established by the OEM.
11. The contractor must act as the single point of contact for problem determination, technical assistance, provide a thirty (30) minute telephone response and have a qualified technician on site within two (2) business hours from receipt of a trouble call on a 24 x 7 x 365 basis. Name, Address, e-Mail and Telephone Numbers, both voice and fax, of contractor's maintenance contact person(s) shall be provided with bid offer.¹
12. Bidders must identify availability of replacement parts, locations of parts warehouse facilities, hours of operation for these facilities, and inventory of parts, if any, to be stored on-site including an estimate of square footage required. Bidders must identify any on-site facilities (office, telephone, personal computer, etc.) and storage requirements (parts, cabinets, manuals, etc.) that will be required.¹
13. All equipment covered under this contract shall be repaired or serviced on-site. VITA's designated representatives must authorize removal of all equipment off-site. If the equipment is removed from the VITA site for maintenance, the contractor must provide a compatible replacement item on-site until the repaired item is returned to service. Under no circumstances will the contractor disable any working device without the prior approval of the designated VITA representatives, who will be designated at Award.
14. VITA reserves the right to require that contractor transfer control and resolution activity to the OEM for any and all service requests having a resolution time in excess of four (4) hours. The contractor will coordinate these activities directly with OEM and bear the responsibility for any and all costs incurred during this activity. All invoicing processes shall be directed to the contractor organization.
15. Upon termination of any contract resulting from this procurement, the Contractor must ensure that the equipment covered under the contract is certified for maintenance by the OEM. Appropriate documentation shall be provided. VITA will incur no expenses for any recertification process.
16. If offered by the OEM, Contractor shall provide, install and maintain OEM management and/or diagnostic, remote support tools, or other software processes designed to detect and diagnose equipment malfunctions, or perform necessary problem resolution. These software tools and processes must be installed and demonstrate their ability to perform prior to contract acceptance by VITA. Bidders must describe in detail their ability to perform such activities for library hardware and attached peripherals to assist in problem determination and resolution. Bidders must clearly identify different levels of diagnostics and indicate which can be performed locally on-site, via remote communications, or both.¹ These tools and processes must be kept resident at VITA for the duration of this contract.
17. If available from the OEM, Bidders are required to use OEM diagnostic software and remote support tools and processes designed to detect and diagnose equipment malfunctions or potential malfunctions and provide suggested resolutions activities. These diagnostic tools and processes must be installed and considered operational by VITA prior to acceptance, and kept resident and be accessible via telephone communications by a remote support facility. Please provide a listing of OEM diagnostic S/W and a brief description of its use and security measures utilized.¹
18. Contractor must track, provide, and install engineering and microcode changes from the OEM(s) in a timely manner.
19. Bidders must describe in detail the proposed solution for meeting the maintenance requirements of VITA. Define the services that will be provided, the resources, which will be available to VITA and describe the maintenance concepts, philosophy, methodology and implementations plans or schedules that will be utilized.¹
20. Contractor shall Report monthly to the designated VITA personnel to review prior month's events, outstanding problems, future events, preventive and remedial maintenance schedules, etc. Contractor will also identify monthly reporting that will be provided to VITA to track services provided. The method, dates and times for such meetings shall be mutually agreed upon by both parties.
21. Bidders must describe all services to be provided when performing equipment installation, de-installation, or relocation activities.¹
22. Bidders must provide a detailed description of the preventive maintenance services and remedial maintenance services that they propose to perform for each equipment type/model identified in the Schedule. Identify the frequency of service, time and level of access to equipment

required.¹

VITA - 62A 1-15-91	SCHEDULE	BID NO. 2003-55	PAGE 6 OF 11
NAME OF CONTRACTOR	REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO		INITIALS

23. Bidders must describe any support services that will be provided addressing system software, performance and tuning, systems troubleshooting and determination to enhance or improve hardware maintenance support.¹
24. Bidder must identify the actions that will be taken should any required part not be available in existing inventory or unavailable to the qualified service technician for any reason.¹
25. Bidders shall include with this solicitation, a copy of their escalation procedures, which VITA is to utilize should the bidder's technical personnel fail to comply with any provisions contained in this agreement. Bidders must clearly identify the responsibilities and options of VITA and bidders personnel for each phase of escalation until total problem resolution is accomplished. The escalation procedures shall include, but are not limited to, the names, position titles, and telephone numbers of the bidder's problem solving hierarchical structure commencing on the level above the bidder's initial point of contact.¹
26. Bidders must describe their ability to utilize automated error logging processes and how they are applied in problem resolution activities. Identify all automated support to be provided and utilized.¹
27. VITA will not sign or execute any other contract, license or other agreements containing contractual terms and conditions as a result of this procurement. Bidders should read and understand all of the terms and conditions prior to submission of a bid.
28. Bidders shall provide at least three (3) positive references of clients with maintenance contracts for which the bidder is now or within the past twelve (12) months has serviced the same or similar makes and models of equipment listed in the Schedule. Bidder shall include the company name, address, telephone number, and the name of an individual, which VITA has permission to contact. VITA will contact the organizations identified to determine the bidder's responsibility to perform requested services prior to award of the contract. Use the following format:

REFERENCES:

Company Name	Address	Telephone No.	Name of Person To Contact
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Should VITA receive a negative reference from one of the supplied sources, the bidder's offer will be ruled Non-Responsive. FAILURE TO PROVIDE THE REQUESTED INFORMATION SHALL RESULT IN THE BIDDER'S OFFER BEING RULED NON-RESPONSIVE.¹

29. Results of this solicitation will not be given out by telephone. Bidders wishing a copy of the bid results must include a self-addressed stamped envelope along with their bid. The envelope should be marked with the words "BID RESULTS" and the IFB number. Results will be made available as soon as a decision is made.
30. Bidder's attention is directed to Section 2.b, page S-1, of the Solicitation Instructions concerning the requirement for Federal Identification Numbers (FIN) to be placed on page 1 of the Invitation For Bids. If this bid was mailed to you, in the initial mailing from VITA, your address label will reflect the FIN number on-file for your company. Please place this number in the space provided on page 1. If the number is incorrect, please provide us the incorrect number and the correct number and we will revise your registration to reflect the correct number. PLEASE NOTE THAT FAILURE TO SUPPLY THIS NUMBER MAY RESULT IN YOUR BID BEING RULED NON-RESPONSIVE.
31. Bidder's attention is also directed to Section 18, page S-3, of the Solicitation Instructions pertaining to Trade Secrets or Proprietary Information. "The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.
32. By bid due date, bidders are required to be registered with the Commonwealth of Virginia's e-Procurement website, eVA, located at: <https://www.eVA.state.va.us>
If already registered with eVA, Bidders are advised to print the eVA page which lists your firm's name and submit it with the bid response. If not registered, go to this URL to register: <https://web-9.buysense.com/vssu/glue/default.asp>
Bidders are advised to print a copy of the completed registration confirmation and submit it with the bid response.
FAILURE TO PROVIDE EVIDENCE OF eVA REGISTRATION WITH BID OFFER MAY RENDER THE BID NON-RESPONSIVE.¹
33. A complete system configuration, including unit costs, must be provided for all hardware and software offered.¹ Use the following format:

COMPONENT(h/w, s/w or service) - Part Number	OEM/BRAND - MODEL/VERSION	Qty.	Unit Cost
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34. Installation: Time & Day Windows for installation shall be as follows: Sunday from 0300 - 0830 hrs.

VITA - 62A 1-15-91	SCHEDULE	BID NO. 2003-55	PAGE 7 OF 11
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO	INITIALS

35. Training shall be provided on-site, in two categories, Operator and Operations Analyst, with content focus in the following topic areas:

Operator Training

- ☐ How will the different types of media are used by EBARS (DLT <0) work together
- ☐ Vaulting procedures
- ☐ Scheduling
- ☐ Hardware (robot & library)
- ☐ Explanation for the features on the robot
- ☐ Veritas software to track tape usage.
- ☐ Tape drives
- ☐ Monitoring the system for job errors
- ☐ Installing new tapes and/or replacing damaged media.
- ☐ Simple problem solving.
- ☐ Operator functions and responsibilities
- ☐ Commands to communicate with the ATL

Operations Analyst Training

- Operation of the ATL
- ATL Installation
- Component Identification
- ATL & Remote Management Unit Firmware Upgrade
- Capturing ATL and Remote Management Unit Error and Command Logs
- Service Action Codes and Modifiers
- Hardware Troubleshooting
- Remote Management Unit Operation and Troubleshooting

A complete training plan must be provided describing how the above requirements will be met. ¹

36. Contractor must create, maintain, and/or provide all system documentation, as well as provide complete documentation of the Installation and Implementation Plan, for all provided H/W and/or S/W. Additionally, the following items must accompany the bid: ¹
- ☐ 1 (one) detailed Installation/Implementation Plan (list of all action items prior to, during, and after installation of H/W and S/W, complete with person(s) responsible for completing the action items, and the approximate time frames for each),
 - ☐ 2 (two) complete paper/hard copy sets of all documentation/manuals
 - ☐ 1 (one) softcopy of all system documentation/manuals, and the Installation/Implementation Plan, on CD

Contractor must conduct on-site installation planning meeting(s) and provide Systems Assurance documentation prior to arrival of all provided H/W and/or S/W. The Systems Assurance documentation should be the reference document for all phases of the installation/implementation tasks. Suggested content includes Phase I – Preparation Activities, e.g. Marketing activities, H/W and/or S/W activities, Site preparation activities; Phase II – Execution Activities, e.g. actual Installation Plan; Phase III - Post Delivery Activity, e.g. Training planning and class dates, Acceptance Testing. Each activity should indicate task description, notes about task, person responsible to complete the task, projected completion date, percent complete. System design details can be attached or incorporated into the Systems Assurance document. Contractor must maintain a Change Log and system design details of all changes made during the installation/implementation of all provided H/W and/or S/W. The Change Log should be a chronological listing of changes with the date/time of the change, a description of the change, possibly a note to explain why the change was needed, person approving the change, person performing the change, status denoting completion and description of any problems encountered and resolution. Upon completion of the H/W and/or S/W installation, all documentation will become the property of VITA and must be turned over to designated VITA personnel prior to acceptance. ¹

38. During the term of the resulting contract, it is the intent of the Commonwealth to have the h/w and s/w offered available for additional purchases, whether to expand an existing ATL or acquire and expand another ATL. The contractor will be responsible for periodic technology updates to the h/w, s/w and services offered herein. Pricing for new and/or replacement products and/or services shall be at the same relative discount as the originally bid items. Upon future request, the Contractor must provide information sufficient to satisfy the Commonwealth that the discounted costs of additional contract line items is as good or better than the original discounted costs. Please provide an explanation of how the technology updates and discount(s) will be documented in the future with your firm's bid. ¹
39. The Commonwealth reserves the right to acquire and add ATL components to the ATL that are certified OEM acceptable for maintenance. Contractor agrees to install and maintain these components as part of the ATL. Prices for installation (including ATL re-configuration costs) and ATL Maintenance Up-charge to be the same as those quoted on the IFB 2003-055 Pricing Template, Worksheet B. Tape Drives & Slots. Only the MONTHLY cost must be entered on Worksheet B. Annual costs will be calculated, for evaluation purposes. When an order is placed for the addition of ATL components, the appropriate number of months will be multiplied by the monthly ATL Maintenance Up-Charge so that the added components will become co-terminus with the ATL's maintenance renewal date.
40. Each and every required response item identified via Footnote ("1") must be responded to for the bid to be considered responsive. Appropriate responses/comments must be provided in worksheet D entitled "Bid Note Attachment" contained in the IFB 2003-055 Pricing Template. The IFB 2003-055 Pricing Template must be downloaded from the OAS website. Failure to complete the BID NOTE ATTACHMENT, may result in your firm's bid submission being ruled non-responsive.

Footnotes:

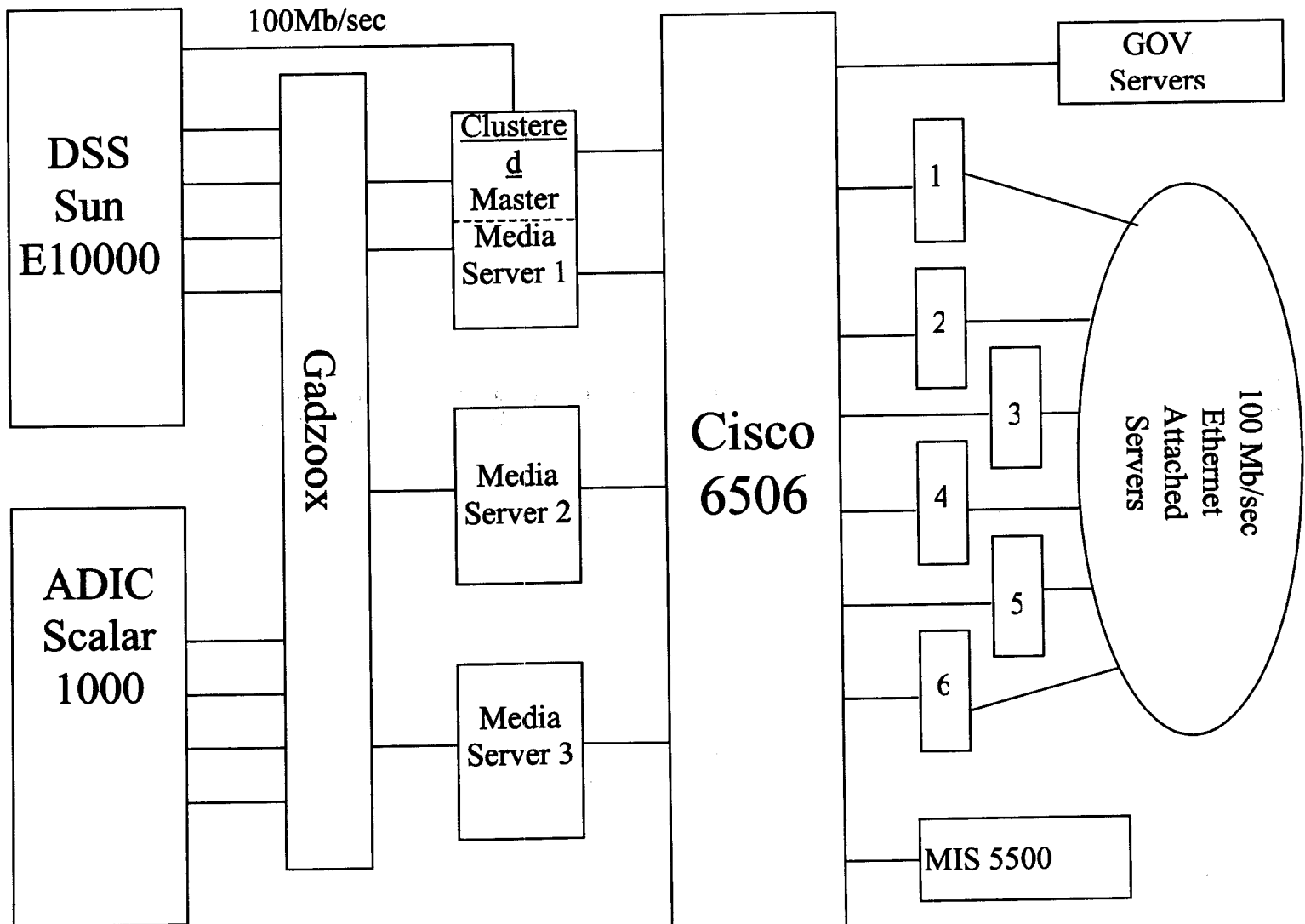
¹ Bidders, please be advised: Bid Notes so marked above indicate a required response item.
(-End- Bid Notes)

VITA - 62A 1-15-01	SCHEDULE	BID NO. 2003-55	PAGE 8 OF 11
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO	INITIALS

Appendix

Diagram 1

Current EBARS



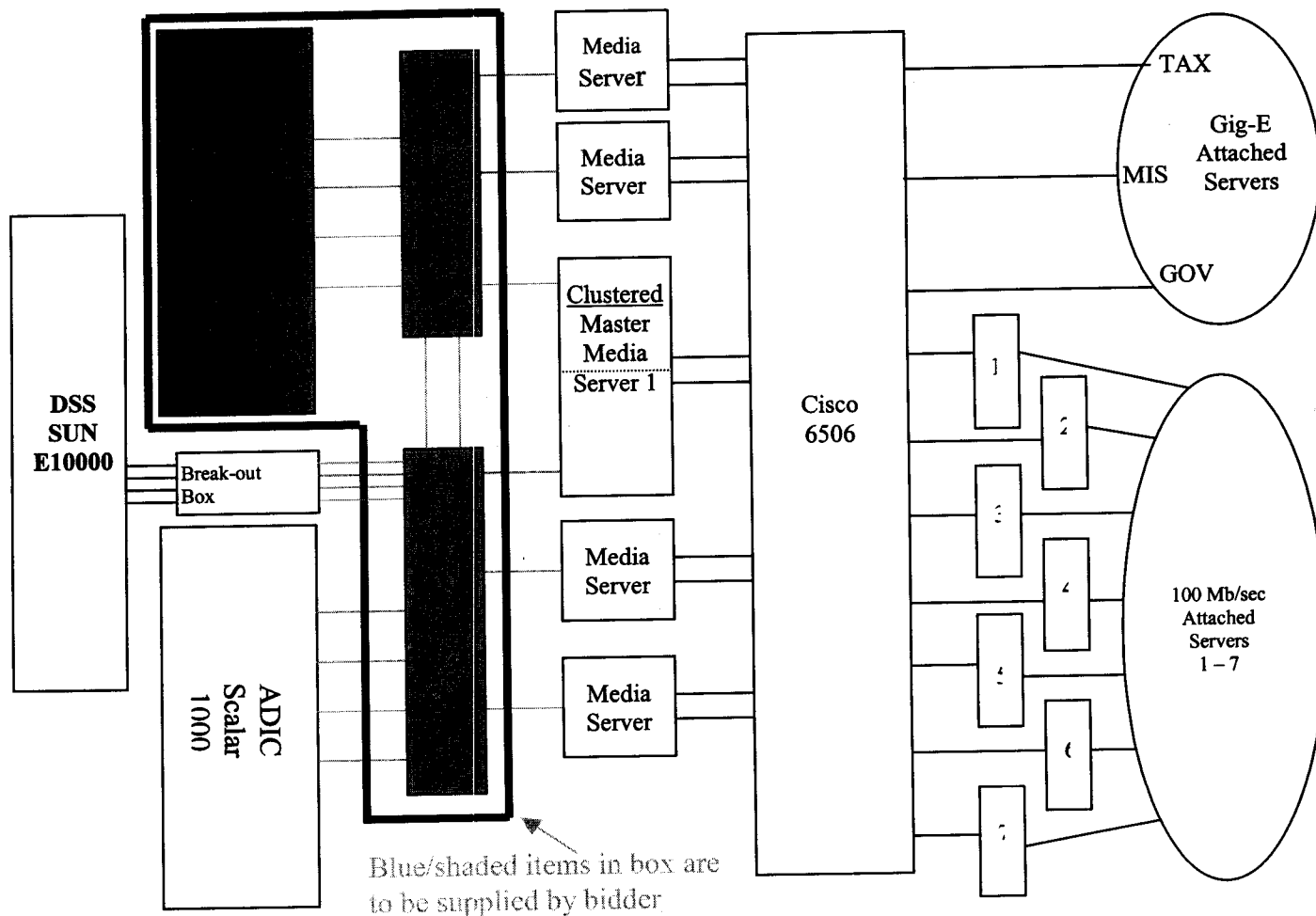
All connections to Gadzoox are 1 Gb fibre.
 All connections to EBARS 6506 are Gig-E.
 Switches 1 through 5 are Cisco 3524, switch 6 is a Cisco

VITA - 62A 1-15-01	SCHEDULE	BID NO. 2003-55	PAGE 9 OF 11
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NAME OF CONTRACTOR	REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO	INITIALS
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Diagram 2

Transitional EBARS Configuration

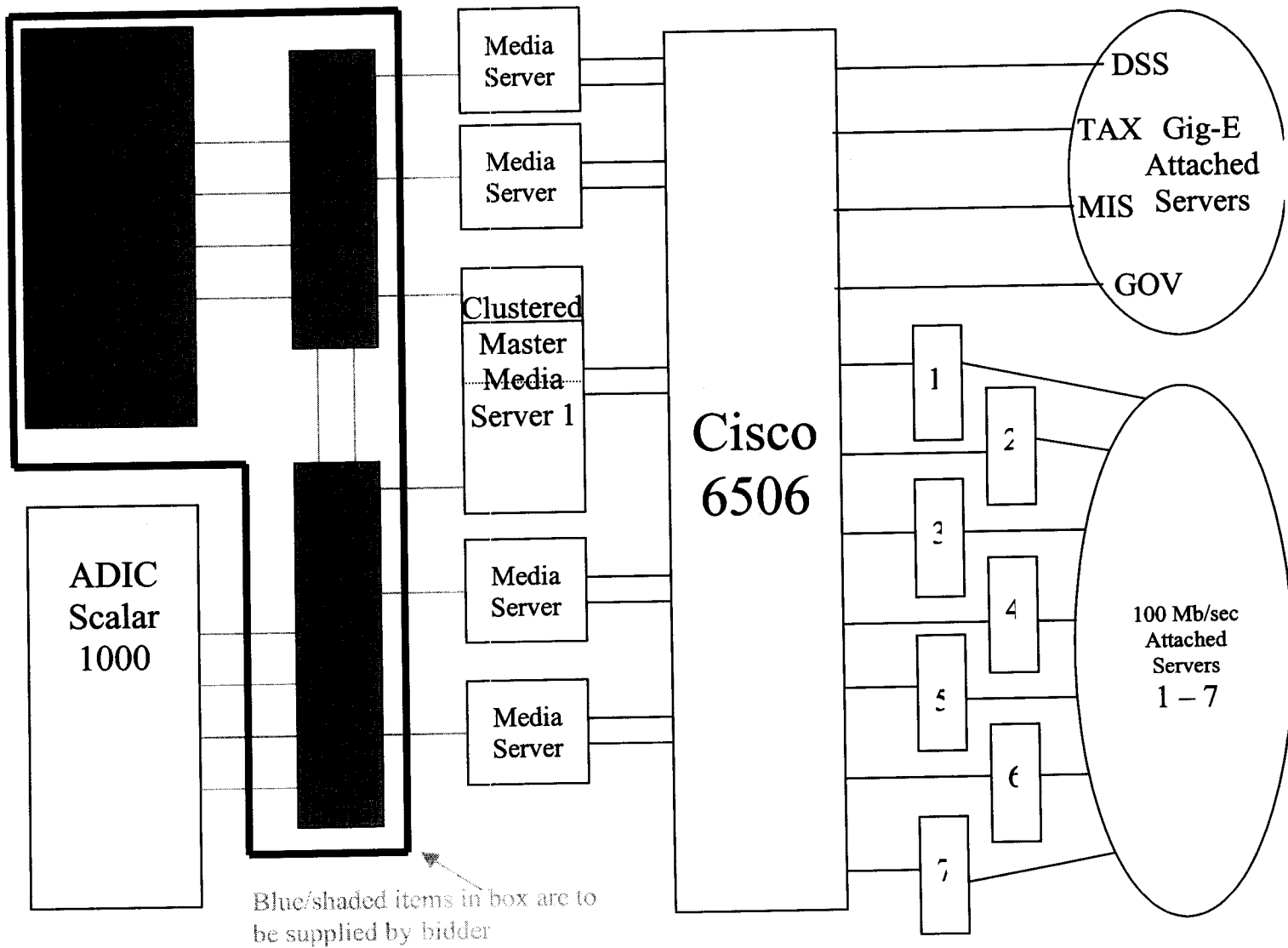


All connections to fibre switch are 2Gb fibre.
Connections between Media servers and Cisco 6506 are Gig-E.
Switches 1 through 5 are Cisco 3524, switches 6 and 7 are Cisco C2950G.

VTA - 62A 1-15-91	SCHEDULE	BID NO. 2003-55	PAGE 10 OF 11
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO	INITIALS

Diagram 3

Proposed EBARS Configuration



All connections to fibre switch are 2Gb fibre.
Connections between Media servers and Cisco 6506 are Gig-E.
Switches 1 through 5 are Cisco 3524, switches 6 and 7 are Cisco

VITA - GEA 1-15-01	SCHEDULE	BID NO. 2002-25	PAGE 11 OF 11
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO	INITIALS

Media Server configuration, (to be supplied by VITA):

Four Dell 2650 servers, each with:

- One QLogic QLA2340 HBA
- Two Intel Pro 1000 Gigabit NIC-Fiber cards
- Three gigabytes of main memory
- Dual 2.8 MHz processors
- Two 18GB drives configured as RAID 1

**CONTRACTUAL TERMS AND CONDITIONS
INVITATION FOR BID (IFB) #2003-055**

1. SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", or "VITA" (Virginia Information Technologies Agency) will acquire Data Processing Equipment (Hardware), Software and Services from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "the Contractor."

2. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.
- b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bids, bidders certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

6. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

7. PAYMENT

a. To Prime Contractor:

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

b. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

8. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

9. MODIFICATIONS

This contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

10. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.

11. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

12. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly specify and identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid

nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

13. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Worker's Compensation - Statutory requirements and benefits.
- b. Employers Liability - \$100,000.
- c. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- d. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

14. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

15. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

16. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

17. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

18. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

19. INSTALLATION DATES

a. The Contractor shall deliver equipment, software, or services ready for use, within 30 days of award and in conjunction with note 34 of this IFB.

b. Any amendment by the State to this Contract or any part thereof, may require the establishment of a new mutually agreed to required delivery date. The State may delay the installation date by notifying the Contractor at least ten (10) days before the required installation date.

c. If the equipment, software or services is not delivered/installed within the time specified in the Schedule, the State reserves the right to cancel the award of this Contract and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder. Contractors are cautioned that failure to deliver/install the proposed equipment as stated in response to a solicitation document may result in removal from VITA's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

d. Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

20. RISK OF LOSS OR DAMAGE

The Contractor shall have the risk of loss or damage to all equipment until clear and unrestricted title to such equipment is transferred to the Commonwealth.

21. EQUIPMENT CONDITION

All equipment to be supplied by Contractor shall be new equipment.

22. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above.

23. NON-APPROPRIATION

All funds for payment of equipment, software or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or services dependent on such federal funds without further obligation.

24. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

25. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all equipment and software specifically listed in the Schedule, and the notes in the Schedule constitute the entire agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded with respect to equipment and/or software acquired by the State under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency or institution for equipment acquired under this Contract unless signed by the Contracts Manager, VITA, or his alternate as designated by the Director, VITA.

26. TITLE

Clear and unrestricted title to all equipment purchased under this Agreement shall pass to the Commonwealth upon payment of the purchase price.

27. PRICE PROTECTION/ADJUSTMENTS

The State will not pay any additional costs above those costs provided for in the Schedule identified herein. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

28. TERM

The term of this Contract shall be from the date of award through delivery, installation, training, and successful acceptance and then continue for one year of On-Site Warranty and one additional year of On-site Maintenance subsequent to the On-Site Warranty. The Commonwealth may extend this Contract for

three additional one year periods thereafter for On-Site Maintenance services. For any annual period that the Commonwealth elects to purchase the additional On-Site Maintenance services, the Commonwealth shall issue a writing within 30 days of the expiration of the then current term.

29. INVENTIONS AND COPYRIGHTS

The Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

30. CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

31. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's liability under this Contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this Contract shall not exceed the greater of \$ 350,000 or two times the amount of money paid to the Contractor under this Contract during the twelve month period preceding the event or circumstance giving rise to such liability. The Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

32. SITE PREPARATION

- a. Equipment environmental specifications, if required, for the equipment to be delivered under this Contract shall be furnished in writing by the Contractor upon award. These specifications shall be in such detail to ensure that the equipment to be installed shall operate efficiently from the point of view of environment.
- b. The State shall prepare the site at its own expense and in accordance with the equipment environmental specifications provided by the Contractor.

33. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All materials, equipment, software and services are subject to inspection and testing by the State, and any that does not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given thirty (30) days from the completion of installation by the Contractor to test, evaluate and accept the materials, equipment, software and services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration to the thirty (30) day period). If the Contractor's materials, equipment, software or services fail to meet the Contract specifications or other requirements, including the specifications of the brand name (see paragraph 4 of the Solicitation Instructions), or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the vendor. Such rejection will terminate this Contract and exempt the State from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of determining title to that which is delivered and for making payment, however, acceptance by the State following testing and evaluation during the thirty (30) day period shall not be conclusive that the materials, equipment, software or services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the materials, equipment, software or services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

34. FIELD MODIFICATIONS AND/OR ENGINEERING CHANGES

Contractor sponsored modifications and/or engineering changes shall be made with the consent of the State at no additional charge for a period of one (1) year from the date of installation. The State reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the State.

35. SUPPLIES

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the State shall conform to the Contractor's published specifications provided to State at time of equipment installation. The State reserves the right to acquire such supplies from any Contractor of its choice.

36. GUARANTEE (WARRANTY)

Contractor will provide on-site warranty services (labor, parts and travel) for a period of not less than twelve (12) months or such greater period as may be provided in the Schedule, beginning on the date of acceptance, at no cost to the State. Contractor shall act as sole point-of-contact for all units repaired under warranty. All warranty services shall be provided during the Principal Period of Maintenance,

which is hereby defined as 24 x 7 x 365. The Contractor shall respond On-Site to all requests for warranty service within two (2) hours after notification that a failure has occurred.

Prior to the expiration of the warranty period, whenever equipment is shipped for mechanical repair or replacement purposes, the Contractor will bear all costs associated with returning the equipment to the Contractor's repair facility. When repair of the equipment is completed, the Contractor shall bear all costs associated with returning the equipment to the State's original point of shipment. Cost of shipping includes but is not limited to, costs of packing, transportation, rigging, drayage and insurance for damage or loss. Contractor shall repair the equipment or provide an interim replacement product, within 72 hours of notification that a malfunction exists. Any interim product(s) will be provided at no additional cost to State, until the original product is returned, in good working condition.

All parts used under this agreement must be new parts or refurbished parts certifiable as new. Parts that have been replaced shall become the property of the Contractor.

ALL WARRANTY IS PERFORMANCED BASED. THE CONTRACTOR SHALL RESPOND TO ALL INSTANCES WHEREBY ANY COMPONENT OR THE COMBINED COMPONENTS ARE MAL-FUNCTIONING OR NON-FUNCTIONING.

37. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement, (a) the vendor shall fail to deliver the equipment or services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the agreement for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the equipment will be the vendor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this agreement.

38. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Schedule, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the items from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back

Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

39. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Virginia Information Technologies Agency, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified herein or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

40. TITLE (SOFTWARE/FIRMWARE)

For any Software delivered under this Contract, the Contractor represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software/firmware product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.

41. TERM OF LICENSE

For any Software delivered under this Contract, all licenses granted under this Agreement are purchased on a non-exclusive, irrevocable perpetual license basis and shall commence upon the acceptance of the software Product by the Commonwealth. Notwithstanding the foregoing, the Commonwealth may terminate the license at anytime. All licenses granted to the Commonwealth are for the use of the software Product at the Commonwealth's computing facilities at the sites identified in any executed Attachment or Order referencing this Agreement. This license is perpetual and in no event shall Contractor's remedies for any breach of this Agreement include the right to terminate any license or support services hereunder.

42. WARRANTY SOFTWARE

Contractor warrants the operation of the Software Product identified in this Agreement for a minimum of twelve (12) months (or such longer period as may be agreed to) after installation. Software Products that fail to operate in accordance with the Contractor's Proposal or published specifications will be returned, at Contractor's expense, for replacement. Contractor agrees to replace any non-conforming Software Product within five (5) calendar days after receipt of the returned Software Products. Warranty service shall include, but not necessarily be limited to, detection and correction of errors, updating of all Software Products to operate with all updated or revised versions of the operating systems for which the Software Product is licensed, and provision of enhancements to the Software Product as they are generally made available. Warranty charges shall include unlimited telephonic support and all travel, labor, and documentation necessary to maintain the Products in accordance with Contractor's published specifications.

In addition, the Contractor agrees to provide all patches, fixes, revisions, updates, upgrades and releases to both the software/firmware and applicable documentation, which may be released by the software developer, along with unlimited telephone support for the duration of the warranty period.

43. COMMONWEALTH'S RIGHTS TO COMPUTER SOFTWARE

Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have:

- a. Unlimited use of the Software Products on the machines for which it is acquired and on any replacement equipment;
- b. Use of such Software Products with a backup system if the system(s) for which it was acquired is for any reason, inoperative or during an emergency, or the performance of engineering changes in features or model;
- c. The right to use such Software Products at any Commonwealth installation to which the machine(s) may be transferred by the Commonwealth;
- d. The right to copy such software for safekeeping or backup purposes;
- e. The right to modify such Software Product or combine it with other programs or material at the Commonwealth's risk; and
- f. The Commonwealth shall have the right to reproduce any and all physical documentation supplied under the terms of this Agreement, provided, however, that such reproduction shall be

for the sole use of the Commonwealth and shall be subject to the same restrictions or use and disclosure as are contained elsewhere in this Agreement.

Nothing contained herein shall be construed to restrict or limit the Commonwealth's rights to use any technical data which the Commonwealth may already possess or acquire under proper authorization from other sources.

44. MAINTENANCE RESPONSIBILITIES

Upon expiration of the On-Site Warranty set forth in paragraph entitled Guarantee (Warranty) the Contractor shall provide an additional one (1) year period of on-site maintenance (labor, parts and travel) at the prices identified in the Schedule, and shall keep the equipment and software in good operating condition. Maintenance services shall not include electrical work external to the vendor's equipment. It shall not include repair or damage resulting from accident; transportation by the State between State sites; negligence on the part of State personnel; or causes other than ordinary use in the production environment in which the equipment is installed.

45. MAINTENANCE RESPONSE

The Contractor shall provide on-site maintenance service under the same terms as set forth in the paragraph above entitled "GUARANTEE (WARRANTY)" for equipment, with a two (2) hour on-site response time, during the Principal Period of Maintenance (PPM) which is hereby defined as 24 x 7 x 365.

The State may alter the PPM by requesting a change, in writing, thirty (30) days prior to the requested change in the PPM, subject to mutual agreement between the parties.

46. REMEDIAL MAINTENANCE

Remedial Maintenance shall be performed after notification that the equipment is inoperative. The Contractor shall provide the user with a designated point(s) of contact and make arrangements to enable its maintenance personnel to receive such notification.

47. REPAIR PARTS

All parts used under this agreement must be new parts or refurbished parts certifiable as new. Parts, which have been replaced, shall become the property of the Contractor.

48. MALFUNCTION REPORTS

The Contractor shall furnish a signed malfunction report to the user upon completion of each maintenance call. The report will list as a minimum all corrective action taken, parts used, and number of hours required to repair the equipment.

49. ADDITIONAL PROVISIONS FOR MAINTENANCE SUPPORT

The maintenance prices listed in the price list include cost of labor, parts, factory overhaul, rehabilitation, transportation and substitute equipment as necessary. In those instances where it is necessary for the Contractor to return the equipment to his factory, he shall be responsible for all costs for the equipment from the time it leaves the State site until it is returned to the State site in good operating condition.

50. MAINTENANCE CONTINUITY

Contractor will provide the required maintenance/software support services as defined in this Contract for a period not to exceed 3 additional years.

51. MAINTENANCE RENEWAL

Maintenance under this agreement shall be renewed at the option of the State. The State shall issue a written notification to the Contractor for each twelve (12) month period that maintenance services are required after the initial two (2) year warranty and maintenance period. Price increases for the additional annual periods of Maintenance are limited to 8% from the previous year.

52. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

53. COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

b. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

c. A representative of Contractor shall sign the certification attached as Attachment "A" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this

Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

54. NONVISUAL ACCESS TO TECHNOLOGY:

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

ATTACHMENT "A"
TO
IFB 2003-055

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Printed Name: _____

Organization: _____

Date: _____

SOLICITATION INSTRUCTIONS

REV. 03/01/02

1. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE ACQUISITION SERVICE DIVISION'S (ASD'S) WEB PAGE AT ([HTTP://ASD.STATE.VA.US](http://ASD.STATE.VA.US)) FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL WHICH WAS REVISED IN DECEMBER 1998 AND ANY REVISIONS THERETO, WHICH ARE HEREBY INCORPORATED INTO THIS CONTRACT IN THEIR ENTIRETY. A copy of the manual is available for review at the purchasing office, and can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps). Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 11 BELOW. Oral explanations or instructions given before the award of the contract will not be binding. In any conflict arising between this solicitation and the Vendors' Manual, this solicitation shall prevail.

2. PREPARATION OF SOLICITATION

- A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.
- B. Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, DIT Form 62. This number must correspond with the FIN number shown on Page 1 of the DIT Vendor Application For Registration Form submitted by a principal or officer of the firm submitting the bid. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in DIT determining that the vendor is not registered to conduct business with DIT. It is the vendor's responsibility to provide the correct FIN number and to keep DIT updated as to any changes in vendor's status.
- C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the schedule; DIT Form 62A or 62B. Where the bid form explicitly requires that the vendor bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.
- D. Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

- E. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ADDRESS GIVEN IN BLOCK #6 OF THE SOLICITATION ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time identified in block #8 page 1 of the Bid. Sealed bids received after the date and hour identified in block #8 are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the address shown in block #6 of the Solicitation, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

From: Name of Vendor
 Street or Box Number
 City, State, Zip Code
 Due Date Time
 IFB No.
 S-1 of S-3

4. SPECIFICATIONS AND USE OF BRAND NAMES

Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bids to the specific brand, make or manufacturer named. Any item which the State at its sole discretion determines to be the equal of that specified as defined in the Schedule, will be accepted. The award will be made to the lowest responsive and responsible bidder or offeror offering the functional equivalent to the brand name described in the specification. Thus, equivalent products of other manufacturers will be considered only if proof of equivalency is contained in or accompanies the bid.

5. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

- A. Any bids received at the office designated in block #6 of the Solicitation after the exact time specified for receipt will not be considered for award. (See Paragraph 4.10 of the Vendor's Manual for further discussion.)
- B. A bid may be amended and/or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder or offeror on the same IFB.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. The content of these solicitations will be made public in accordance with Paragraphs 1.9 and 2.4 of the Vendor's Manual. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the location shown on page 1 of the solicitation.

7. SOLICITATION TERMS AND CONDITIONS

The terms and conditions contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any contract awarded as a result of this solicitation.

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting contract.

Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

8. AWARD OF CONTRACT

Bids shall be evaluated and the responsive and responsible bidder offering the lowest price will be awarded the Contract. The State reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

9. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOITA). If a NOITA is used, the notice will be publicly posted ten days prior to the actual award date of the contract. All award notices will be posted on ASD's Web Page ([HTTP://ASD.STATE.VA.US](http://ASD.STATE.VA.US)) and posted in ASD's lobby in written format.

A NOTICE OF INTENT TO AWARD OR A NOTICE OF AWARD will be mailed to any bidder submitting a self-addressed, stamped envelope with their bid.

NOTICES OF INTENT TO AWARD OR NOTICES OF AWARD will be posted in accordance with paragraph 6.3 of the Vendor's Manual.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

10. FAILURE TO DELIVER

Failure to comply with the terms and conditions of the IFB or to deliver equipment, software or services identified in the solicitation at the price quoted may result in cancellation or rescission of the award/contract by the Commonwealth and may subject the Contractor to removal from DIT's Vendor Registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

11. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the ASD's Web page at (<http://asd.state.va.us>) and posted in ASD's lobby in written format.

If the bid opening date is extended the new date and time will be clearly shown on the face of the amendment.

Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made.

12. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder's firm.

13. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder. A Bidder refusing to demonstrate his products bid after determination that he is the apparent low responsive and responsible bidder may be removed from DIT's vendor registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

14. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with Chapter 9 of the Vendors Manual.

15. VENDOR REGISTRATION

AN AWARD WILL NOT BE MADE TO ANY BIDDER NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than the award date. Call (804) 371-5900 to request a registration form.

16. CONTRACT

Any contract which is awarded as a result of this solicitation, offer and award shall be between DIT and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the contract. All problems associated with the resulting contract shall be brought to the attention of the Contracts Manager, DIT.

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing to the issuing office (See Block #6 DIT Form #62) at least ten (10) days prior to the closing date.

17. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Code of Virginia, Section 2.2-4342, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.**